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JING ZHANG

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/26/2026
Clerk of the Court
BY: MARIVIC VIRAY
Deputy Clerk

CGC-26-635244

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JING ZHANG, an individual,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC., a Delaware
corporation; RAMSIN BETYOUSEF, an
individual; VIKAS SHUKLA, an individual;
and DOES 1 through 100 inclusive;

Defendants.

Case No.:

**PLAINTIFF JING ZHANG'S
COMPLAINT FOR DAMAGES FOR:**

- 1. Sex Harassment – Hostile Work Environment (Gov. Code §§ 12940(i) and 12940(j));**
- 2. Interference with the Right to Medical Leave Under the California Family Rights Act (Gov't. Code § 12945.2);**
- 3. Retaliation for Use of Leave Under the California Family Rights Act (Gov't. Code § 12945.2);**
- 4. Retaliation (Gov't. Code §12940(h));**
- 5. Discrimination (Gov't. Code §12940(a);**
- 6. Failure to Accommodate (Gov't. Code §12940(m));**
- 7. Failure to Engage in the Interactive Process (Gov't. Code §12940(n));**
- 8. Failure to Prevent Discrimination, Harassment and Retaliation (Gov't. Code §12940(k));**
- 9. Wrongful Termination in Violation of Public Policy.**

DEMAND FOR JURY TRIAL

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2. Plaintiff is informed and believes and thereon alleges that Defendant, UBER TECHNOLOGIES, INC. (hereinafter “UBER”), is, and at all times herein mentioned, was, a corporation duly organized and existing under the laws of the State of Delaware, and is, and at all times herein mentioned was, an employer in the State of California, doing business in the County of San Francisco with at least twenty (20) employees. Thus, UBER is subject to suit under the California Fair Employment and Housing Act (“FEHA”) Government Code sections 12900, et seq.

4. Defendant RAMSIN BETYOUSEF (hereinafter “BETYOUSEF”) is and at all times relevant herein was, an individual residing in the State of California.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

COMPLAINT FOR DAMAGES - 2

1 acts or omissions. At all times mentioned herein, each of the Defendants was the agent and
2 employee of each of the other Defendants, and was, at all times herein mentioned, acting within
3 the scope of said agency and employment.

4 8. UBER, BETYOUSEF, SHUKLA and DOES 1 through 100 inclusive are jointly
5 referred to as “Defendants.”

6 9. Venue is proper in this judicial district pursuant to California Code of Civil
7 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of hereon
8 occurred in the County of San Francisco and Defendants own, maintain offices, transacts
9 business, have an agent or agents within the County of San Francisco, and/or otherwise are found
10 within the County of San Francisco, and Defendants are within the jurisdiction of this Court for
11 purposes of service of process.

12 10. JING ZHANG (hereinafter “ZHANG” and/or “Plaintiff”) was employed by
13 UBER from June 2022 to March 6, 2026. At the time of her termination on March 6, 2026,
14 ZHANG held the title of Senior Manager of Engineering and was earning a base salary of
15 approximately \$300,000.00 per year plus full benefits, RSUs and bonuses, which averaged
16 \$1,558,186.37 per year over the last three years of her employment.

17 11. In 2024, ZHANG was harassed and threatened based on her sex by Engineering
18 Manager Meng Huang. Mr. Huang stated that he could not have this crazy Chinese woman as his
19 boss. Mr. Huang told ZHANG, “If I am going down, I will take you down,” and threatened
20 ZHANG with, “I know where you live.”

21 12. ZHANG filed an HR complaint against Mr. Huang, who in turn filed a similar
22 complaint against her. By December 13, 2024, UBER Human Resources (“HR”) had determined
23 that Mr. Huang’s actions violated UBER’s Standards of Conduct, and UBER issued a written
24 warning to Mr. Huang for his harassing comments based on ZHANG’s national origin and sex.

25 13. Just four days later, on December 17, 2024, Mr. Huang again harassed ZHANG
26 based on her sex by showing her shirtless pictures of his six pack abs which intimidated ZHANG
27 and made her uncomfortable.

28 14. ZHANG complained to HR that she felt unsafe, yet nothing was done to protect

1 her from the rampant “boys club” that UBER’s engineering department had become.

2 15. At this time, Vice President of Engineering, Ramsin Betyousef (hereinafter
3 “BETYOUSEF”) was ZHANG’s direct supervisor, and he belittled ZHANG for not handling the
4 situation with Mr. Huang better, when it was she who was being harassed and intimidated based
5 on her sex. BETYOUSEF created and fostered a hostile work environment for women like
6 ZHANG who worked in UBER’s engineering department. BETYOUSEF held a bias against
7 ZHANG because of her sex, and relished every opportunity to harass and belittle ZHANG and
8 the other women in UBER’s engineering department.

9 16. UBER received a report of sexual assault or sexual misconduct in the United
10 States almost every eight minutes on average between 2017 and 2022.¹ UBER does little to
11 protect its female passengers from its aggressive male drivers.

12 17. In the same way, UBER does little to protect its female engineers, including
13 ZHANG, from its aggressive male-dominated engineering leaders, including BETYOUSEF.

14 18. On June 5, 2025, ZHANG was diagnosed with breast cancer, which is a disease
15 that affects mostly women.

16 19. On or about June 30, 2025, BETYOUSEF hired Vikas Shukla (hereinafter
17 “SHUKLA”) as Director of Engineering, and assigned him to supervise ZHANG, among others.

18 20. At or about the same time, ZHANG met with SHUKLA and informed him that
19 she had been diagnosed with breast cancer and explained the cancer treatment she required.

20 21. On July 7, 2025, ZHANG underwent surgery for her breast cancer and was placed
21 off work for three days.

22 22. On August 12, 2025, ZHANG’s treating physician informed her that she would
23 need to be placed on a medical leave of absence to undergo chemotherapy. Shortly thereafter,
24 ZHANG informed UBER of her need for medical leave of absence to undergo chemotherapy and
25 her return-to-work date of November 7, 2025. ZHANG was subsequently placed off work from
26 August 25, 2025 to November 6, 2025. ZHANG’s cancer leave requests became a basis for
27 retaliation against her.

28

¹ UBER’s Festering Sexual Assault Problem by Emily Steel, New York Times published August 6, 2025.

1 23. On November 10, 2025, ZHANG returned to work from her medical leave;
2 however, due to her compromised immune system, ZHANG had to work remotely.

3 24. Also on November 10, 2025, ZHANG met with SHUKLA and informed him that
4 while her chemotherapy was done, she was still undergoing radiation and that she would also
5 need to take additional time off work to undergo surgery to remove both of her ovaries and
6 fallopian tubes. Yet again, ZHANG's cancer leave requests became a basis for retaliation
7 against her.

8 25. On November 14, 2025, ZHANG was called into a one-on-one meeting with
9 SHUKLA and was vaguely told that her performance was "off target" and needed to improve.
10 ZHANG contends that this "off-target" rating was false, and was contrived by SHUKLA's direct
11 supervisor, BETYOUSEF.

12 26. On December 1, 2025, ZHANG returned to work in-the-office.

13 27. On January 15, 2026, SHUKLA met with ZHANG to review her 2025
14 performance.

15 28. On January 22, 2026 and January 23, 2026, SHUKLA held calibration sessions.
16 During these sessions, ZHANG noticed a heavy bias against her. After the calibration sessions,
17 ZHANG provided SHUKLA with feedback.

18 29. That same day, on January 23, 2026, ZHANG complained to UBER's HR
19 department regarding the discriminatory and retaliatory treatment against her following her
20 return to work from cancer leave. ZHANG's HR Complaint became another basis for retaliation
21 against her.

22 30. On February 25, 2026, following a purported investigation into ZHANG's HR
23 complaint, HR informed her that her case had been closed and that there was no evidence of
24 misconduct. ZHANG contends that there was no actual investigation into her HR complaint and
25 that the outcome of her HR complaint was predetermined.

26 31. On March 6, 2026, SHUKLA and HR Business Partner, Anna Turner met with
27 ZHANG and delivered her 2025 Year End Performance Plan, and then informed ZHANG that
28 her employment would be terminated effective immediately due to her performance.

1 32. ZHANG contends that the stated reason for her termination of poor work
2 performance was false and ZHANG contends that purported work performance deficiencies were
3 a pretext for the hostile work environment against ZHANG and other women working in the
4 Engineering Department, interference with her CFRA leave, discrimination against her based on
5 her medical condition and her physical disability, failure to accommodate, failure to engage in
6 the interactive process, and retaliation for taking medical leave, retaliation for filing a HR
7 complaint, and failure to prevent discrimination, harassment and retaliation.

8 33. As the result of Defendants' and each of their actions, Plaintiff has suffered severe
9 emotional distress and economic damages in an amount to be proven at trial, but in no event less
10 than \$8,800,000.00.

11 34. Plaintiff has filed a complaint with the California Civil Rights Department
12 ("CRD"), which has issued a Right-To-Sue letter to Plaintiff, dated March 25, 2026. A true and
13 correct copy of the CRD Claim and the Right-To-Sue letter is attached hereto and incorporated
14 herein as "Exhibit A."

15 **FIRST CAUSE OF ACTION**

16 **SEX HARASSMENT – HOSTILE WORK ENVIRONMENT**

17 **(Gov. Code §§ 12940(i) and 12940(j))**

18 **(AGAINST UBER, BETYOUSEF, SHUKLA AND DOES 1-100)**

19 35. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
20 forth herein, each and every allegation from each and every paragraph before and after this
21 paragraph.

22 36. Defendants UBER, BETYOUSEF, SHUKLA AND DOES 1-100 and/or
23 Defendants' other agents, engaged in the above-referenced actions with the intent of harassing
24 Plaintiff on account of her sex and national origin in violation of California Government Code
25 sections 12940(i) and 12940(j). BETYOUSEF and SHUKLA's repeated statements against
26 hiring women and preference for male workers, created a sexually charged hostile work
27 environment which disadvantaged UBER's female employees. BETYOUSEF and SHUKLA's
28 conduct was severe and/or pervasive such that their actions created a hostile work environment

1 for UBER's female employees. On this basis, UBER, BETYOUSEF, SHUKLA AND DOES 1-
2 100 were liable for creating this hostile work environment which disadvantaged UBER's female
3 employees. Moreover, Defendants UBER, BETYOUSEF, SHUKLA AND DOES 1-100
4 approved, authorized and/or ratified BETYOUSEF and SHUKLA's conduct, and while knowing
5 about BETYOUSEF and SHUKLA's conduct, and allowed BETYOUSEF and SHUKLA to
6 continue to supervise UBER employees and make decisions which disadvantaged UBER's
7 female employees, and created a hostile work environment for UBER's female employees,
8 including ZHANG.

9 37. The above-referenced Defendants and/or the Defendant's agents and supervisors
10 knew, or should have known, of these harassing actions. Despite their knowledge of the above-
11 mentioned harassment and the knowledge of its supervisors and agents, Defendants failed to take
12 immediate and appropriate corrective action to stop the harassment.

13 38. As a result of Defendants' harassment as alleged above, Plaintiff has suffered and
14 continues to suffer extreme physical and emotional distress, financial hardship, wage losses,
15 humiliation, mental anguish, mental and physical pain, and other damages in an amount to be
16 proven at trial, but in no event less than \$8,800,000.00 dollars.

17 39. The above referenced acts of Defendants were authorized or ratified by officers or
18 managing agents of Defendants, and were done intentionally and with malice and, therefore,
19 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
20 proximate result of the Defendants' and each of their actions alleged herein, Plaintiff has
21 incurred, and continues to incur, legal fees, costs, and other expenses in the prosecution of this
22 matter.

23 **SECOND CAUSE OF ACTION**
24 **INTERFERENCE WITH LEAVE UNDER THE**
25 **CALIFORNIA FAMILY RIGHTS ACT (GOV'T. CODE §12945.2)**
26 **(AGAINST UBER and DOES 1-100)**

27 40. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
28 forth herein, each and every allegation from each and every paragraph before and after this

1 paragraph.

2 41. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
3 forth herein, each and every allegation from each and every paragraph before and after this
4 paragraph.

5 42. Under the CFRA it is an unlawful employment practice for an employer to
6 interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided
7 under this section. Gov. Code § 12945.2(t).

8 43. UBER and DOES 1-100 were at all times material herein Plaintiff's employer
9 pursuant to Gov. Code § 12926(d) and was therefore barred from interfering with, restraining, or
10 denying the exercise of, or attempt to exercise Plaintiff's rights under the CFRA.

11 44. Nonetheless, as set forth above, Defendants UBER and DOES 1-100 interfered
12 with rights afforded to Plaintiff under the CFRA in violation of Gov. Code § 12945.2(t) by
13 denying Plaintiff her right to take CFRA medical leave and by terminating Plaintiff's
14 employment while she was working remotely for pretextual reasons. This CFRA medical leave
15 should have been protected under CFRA, but UBER and DOES 1-100 failed in their obligation
16 to provide protected medical leave under CFRA. In addition, UBER and DOES 1-100's
17 termination of Plaintiff's employment for pretextual reasons while she was working remotely
18 due to her medical condition and/or her physical disability due to the treatment required for her
19 medical condition, served to interfere with Plaintiff's right to take CFRA medical leave.

20 45. Had UBER and DOES 1-100 not interfered with Plaintiff's right to take CFRA
21 medical leave, Plaintiff would still be employed today. Instead, UBER AND DOES 1-100
22 terminated Plaintiff in retaliation for Plaintiff's utilization of CFRA protected medical
23 accommodations, which constitutes interference with Plaintiff's right to CFRA medical leave.

24 46. As a direct and proximate result of the Defendants' and each of their actions
25 alleged herein, Plaintiff has suffered and continues to suffer extreme physical and emotional
26 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
27 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00
28 dollars.

47. The above referenced acts of Defendants were authorized or ratified by officers or managing agents of Defendants, and were done intentionally and with malice and, therefore, entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and proximate result of the Defendants' and each of their actions alleged herein, Plaintiff has incurred, and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

THIRD CAUSE OF ACTION

**RETALIATION FOR USE OF LEAVE UNDER THE
CALIFORNIA FAMILY RIGHTS ACT (GOV'T. CODE §12945.2)
(AGAINST UBER AND DOES 1-100)**

48. Plaintiff re-alleges and incorporates herein by this reference, as though fully set forth herein, each and every allegation from each and every paragraph before and after this paragraph.

49. Under the CFRA it is an unlawful employment practice for an employer to retaliate for the use of, interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section. Gov. Code §§12945.2(a), (l) & (t).

50. During her employment with UBER and DOES 1-100, Plaintiff made use of CFRA medical accommodation rights, and, in retaliation for this protected activity, UBER and DOES 1-100 terminated Plaintiff's employment.

51. UBER and DOES 1-100 were at all times material herein Plaintiff's employers pursuant to Gov. Code §12926(d) and were therefore barred from retaliating for the use of, interfering with, restraining, or denying the exercise of, or attempt to exercise Plaintiff's rights under the CFRA.

52. Nonetheless, as set forth above, Defendants UBER and DOES 1-100 retaliated against Plaintiff for her utilization of rights afforded Plaintiff under the CFRA in violation of Gov. Code §§12945.2(l) & (t) by terminating Plaintiff on the pretext that her position had been eliminated.

53. As a direct and proximate result of the Defendants' and each of their actions alleged herein, Plaintiff has suffered and continues to suffer extreme physical and emotional

1 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
2 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

3 54. The above referenced acts of Defendants were authorized or ratified by officers or
4 managing agents of Defendants, and were done intentionally and with malice and, therefore,
5 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
6 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred, and
7 continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

8 **FOURTH CAUSE OF ACTION**

9 **RETALIATION (GOV'T CODE SECTION 12940(h))**

10 **(AGAINST UBER AND DOES 1-100)**

11 55. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
12 forth herein, each and every allegation from each and every paragraph before and after this
13 paragraph.

14 56. As set forth above, Defendants UBER and DOES 1-100 retaliated against Plaintiff
15 due to her protected HR complaint, and for her utilization of medical leave in violation of Gov.
16 Code §§12940(h), 12945.2(l) & (t) by terminating Plaintiff on the pretext that she had exhibited
17 poor work performance. As a result, Defendants' actions were a violation of Government Code
18 §12940(h).

19 57. As a direct and proximate result of the Defendants' and each of their actions
20 alleged herein, Plaintiff has suffered, and continues to suffer, extreme physical and emotional
21 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
22 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

23 58. The above referenced acts of Defendants were authorized or ratified by officers or
24 managing agents of Defendants, and were done intentionally and with malice and, therefore,
25 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
26 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred,
27 and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

1 **FIFTH CAUSE OF ACTION**

2 **DISCRIMINATION (GOV'T. CODE §12940(a))**

3 **(AGAINST UBER AND DOES 1-100)**

4 59. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
5 forth herein, each and every allegation from each and every paragraph before and after this
6 paragraph.

7 60. Plaintiff is informed and believes and thereon alleges that Defendants UBER and
8 DOES 1-100 discriminated against Plaintiff based on her medical condition and/or her physical
9 disability in violation of Government Code section 12940(a). Plaintiff is further informed and
10 believes and thereon alleges that she suffered discriminatory compensation, terms, conditions,
11 and/or privileges of employment on account of her medical condition and/or her physical disability
12 in violation of Government Code section 12940(a).

13 61. As a direct and proximate result of the Defendants' and each of their actions
14 alleged herein, Plaintiff has suffered, and continues to suffer, extreme physical and emotional
15 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
16 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

17 62. The above referenced acts of Defendants were authorized or ratified by officers or
18 managing agents of Defendants, and were done intentionally and with malice and, therefore,
19 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
20 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred,
21 and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO ACCOMMODATE (GOV'T. CODE §12940(m))**

24 **(AGAINST UBER AND DOES 1-100)**

25 63. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
26 forth herein, each and every allegation from each and every paragraph before and after this
27 paragraph.

28 64. As the result of Plaintiff's medical condition and/or her physical disability,

1 Plaintiff required reasonable accommodations. Despite UBER and DOES 1-100's knowledge of
2 Plaintiff's medical condition and her physical disability, and Plaintiff's request for reasonable
3 accommodations, UBER and DOES 1-100 failed to continue to provide reasonable
4 accommodations as required by Government Code section 12940(m) to accommodate Plaintiff's
5 medical condition.

6 65. As a direct and proximate result of the Defendants' and each of their actions
7 alleged herein, Plaintiff has suffered, and continues to suffer, extreme physical and emotional
8 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
9 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

10 66. The above referenced acts of Defendants were authorized or ratified by officers or
11 managing agents of Defendants, and were done intentionally and with malice and, therefore,
12 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
13 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred,
14 and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS (GOV'T CODE §12940(n))**
17 **(AGAINST UBER AND DOES 1-100)**

18 67. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
19 forth herein, each and every allegation from each and every paragraph before and after this
20 paragraph.

21 68. As the result of Plaintiff's medical condition and/or her physical disability,
22 Plaintiff required reasonable accommodations in her employment. Despite UBER and DOES 1-
23 100's knowledge of Plaintiff's medical condition and her physical disability, and her need for
24 continued reasonable accommodations, UBER and DOES 1-100 failed to engage Plaintiff in the
25 interactive process to determine reasonable accommodations required by Government Code
26 section 12940(n).

27 69. As a direct and proximate result of the Defendants' and each of their actions
28 alleged herein, Plaintiff has suffered, and continues to suffer, extreme physical and emotional

1 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
2 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

3 70. The above referenced acts of Defendants were authorized or ratified by officers or
4 managing agents of Defendants, and were done intentionally and with malice and, therefore,
5 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
6 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred,
7 and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**

10 **(GOV'T CODE §12940(k))**

11 **(AGAINST UBER AND DOES 1-100)**

12 71. Plaintiff re-alleges and incorporates herein by this reference, as though fully set
13 forth herein, each and every allegation from each and every paragraph before and after this
14 paragraph.

15 72. Defendants UBER and DOES 1-100 engaged in the above-referenced actions with
16 the intent of discriminating, harassing and retaliating against Plaintiff on account of her medical
17 condition and/or her physical disability and her exercise of her right to use CFRA medical
18 accommodations in violation of Government Code sections 12940(h) and 12945.2. Despite UBER
19 and DOES 1-100's knowledge of the above-mentioned discrimination and retaliation, UBER and
20 DOES 1-100 failed to take all reasonable steps necessary to prevent such discrimination and
21 retaliation from occurring as required by Government Code section 12940(k).

22 73. As a direct and proximate result of the Defendants' and each of their actions
23 alleged herein, Plaintiff has suffered, and continues to suffer, extreme physical and emotional
24 distress, financial hardship, wage losses, humiliation, mental anguish, mental and physical pain,
25 and other damages in an amount to be proven at trial, but in no event less than \$8,800,000.00.

26 74. The above referenced acts of Defendants were authorized or ratified by officers or
27 managing agents of Defendants, and were done intentionally and with malice and, therefore,
28 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and

proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred, and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

NINTH CAUSE OF ACTION

WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY

(AGAINST UBER and DOES 1-100)

75. Plaintiff re-alleges and incorporates herein by this reference, as though fully set forth herein, each and every allegation from each and every paragraph before and after this paragraph.

76. Plaintiff's termination from UBER and DOES 1-100 was a violation of substantial and fundamental public policy, including but not limited to the following:

A. California's Fair Employment and Housing Act, Government Code Section 12940(a), which reads as follows: "It shall be unlawful . . . for an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, age, marital status, sex or sexual orientation of any person, to refuse to hire or employ the person or to refuse to select the person for the training program leading to employment, or to bar or to discharge the person from employment from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment"; and,

B. California's policy against pregnancy discrimination and retaliation in employment.

77. Plaintiff is informed and believes, and thereon alleges, that her termination was motivated by her medical condition, physical disability and in retaliation for her having engaged in protected activity.

78. As a direct and proximate result of the Defendants UBER and DOES 1-100 and each of their actions alleged herein, including their termination of Plaintiff's employment, Plaintiff has suffered, and continues to suffer, extreme physical and emotional distress, financial hardship, humiliation, mental anguish, mental and physical pain, and other damages in an amount to be proven at trial, but in no event less than \$500,000.00.

1 79. The above referenced acts of Defendants were authorized or ratified by officers or
2 managing agents of defendants, and were done intentionally and with malice and, therefore,
3 entitle the Plaintiff to an award of punitive and exemplary damages. As a further direct and
4 proximate result of Defendants' and each of their actions alleged herein, Plaintiff has incurred,
5 and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

6 80. As a further direct and proximate result of defendants and each of their actions
7 alleged herein, including their termination of Plaintiff's employment, Plaintiff has incurred, and
8 continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

9
10 **WHEREAS** Plaintiff prays for judgment on the above causes of action as follows:
11 AS TO THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH and EIGHTH
12 CAUSES OF ACTION:

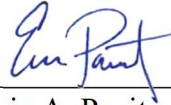
- 13 1. For general and special damages in an amount to be proven at trial, but in no
14 event less than \$8,800,000.00;
- 15 2. For punitive and exemplary damages;
- 16 3. For attorney's fees pursuant to statute;
- 17 4. For costs of suit;
- 18 5. For prejudgment interest;
- 19 6. For such other relief as the court deems appropriate.

20
21 **WHEREAS** Plaintiff prays for judgment on the above causes of action as follows:
22 AS TO THE NINTH CAUSE OF ACTION:

- 23 1. For general and special damages in an amount to be proven at trial, but in no
24 event less than \$8,800,000.00;
- 25 2. For punitive and exemplary damages;
- 26 3. For costs of suit;
- 27 4. For prejudgment interest;
- 28 5. For such other relief as the court deems appropriate.

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2 Date: March 25, 2026

PANITZ LAW GROUP APC

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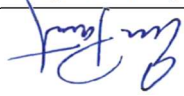
5 Eric A. Panitz
6 Natalie Z. Nahabet
7 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff JING ZHANG hereby demands the trial in this matter be tried before a jury.

Date: March 25, 2026

PANITZ LAW GROUP APC



Eric A. Panitz
Natalie Z. Nahabet
Attorneys for Plaintiff
JING ZHANG

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Exhibit A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 25, 2026

Jing Zhang

REDACTED

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202603-34241225

Right to Sue: Zhang / UBER TECHNOLOGIES, INC., a Delaware corporation et al.

Dear Jing Zhang:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 25, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Jing Zhang

CRD No. 202603-34241225

Complainant,

vs.

UBER TECHNOLOGIES, INC., a Delaware
corporation
1725 3rd Street
San Francisco, CA 94158

Ramsin Betyousef
1725 3rd Street
San Francisco, CA 94158

Vikas Shukla
1725 3rd Street
San Francisco, CA 94158

Respondents

1. Respondent **UBER TECHNOLOGIES, INC., a Delaware corporation** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Ramsin Betyousef** individual as Co-Respondent(s).
Complainant is naming **Vikas Shukla** individual as Co-Respondent(s).

3. Complainant **Jing Zhang**, resides in the City of **San Ramon**, State of **CA**.

4. Complainant alleges that on or about **March 6, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, medical condition (cancer or genetic characteristic), other, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health

condition of employee or family member, child bonding, or military exigencies, sexual harassment.

Complainant was discriminated against because of complainant's national origin (includes language restrictions), sex/gender, medical condition (cancer or genetic characteristic), other, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, reprimanded, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, participated as a witness in a discrimination or harassment complaint, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, reprimanded, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied accommodation for a disability, denied employer paid health care while on family care and medical leave (cfra), denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details: 5. JING ZHANG (hereinafter "ZHANG") was employed by UBER from June 2022 to March 6, 2026. At the time of her termination on March 6, 2026, ZHANG held the title of Senior Manager of Engineering and was earning a base salary of approximately \$300,000.00 per year plus full benefits, RSUs and bonuses, which averaged \$1,558,186.37 per year over the last three years of her employment.

6. In 2024, ZHANG was harassed and threatened based on her sex by Engineering Manager Meng Huang. Mr. Huang stated that he could not have this crazy Chinese woman as his boss. Mr. Huang told ZHANG, "If I am going down, I will take you down." and threatened ZHANG with, "I know where you live."

7. ZHANG filed an HR complaint against Mr. Huang, who in turn filed a similar complaint against her. By December 13, 2024, UBER Human Resources ("HR") had determined that Mr. Huang's actions violated UBER's Standards of Conduct, and UBER issued a written warning to Mr. Huang for his harassing comment based on ZHANG's national origin and sex.

8. Just four days later, on December 17, 2024, Mr. Huang again harassed ZHANG based on her sex by showing her shirtless pictures of his six pack abs which intimidated ZHANG and made her uncomfortable.

9. ZHANG complained to HR that she felt unsafe, yet nothing was done to protect her from the rampant boys club that UBER's engineering department had become.

10. At this time, Vice President of Engineering, Ramsin Betyousef (hereinafter "BETYOUSEF") was ZHANG's direct supervisor, and he criticized ZHANG for not handling

the situation with Mr. Huang better, when it was she who was being harassed and intimidated based on her sex. BETYOUSEF created and fostered a hostile work environment for women like ZHANG who worked in UBER's engineering department. BETYOUSEF held a bias against ZHANG because of her sex, and relished every opportunity to harass and belittle ZHANG and the other women in UBER's engineering department.

11. UBER received a report of sexual assault or sexual misconduct in the United States almost every eight minutes on average between 2017 and 2022. UBER does little to protect its female passengers from its aggressive male drivers.

12. In the same way, UBER does little to protect its female engineers, including ZHANG, from its aggressive male-dominated engineering leaders, including BETYOUSEF.

13. On June 5, 2025, ZHANG was diagnosed with breast cancer, which is a disease that affects mostly women.

14. On or about June 30, 2025, BETYOUSEF hired Vikas Shukla (hereinafter "SHUKLA") as Director of Engineering, and assigned him to supervise ZHANG, among others.

15. At or about the same time, ZHANG met with SHUKLA and informed him that she had been diagnosed with breast cancer and explained the cancer treatment she required.

16. On July 7, 2025, ZHANG underwent surgery for her breast cancer and was placed off work for three days.

17. On August 12, 2025, ZHANG's treating physician informed her that she would need to be placed on a medical leave of absence to undergo chemotherapy. Shortly thereafter, ZHANG informed UBER of her need for medical leave of absence to undergo chemotherapy and her return-to-work date of November 7, 2025. ZHANG was subsequently placed off work from August 25, 2025 to November 6, 2025. ZHANG's cancer leave requests became a basis for retaliation against her.

18. On November 10, 2025, ZHANG returned to work from her medical leave; however, due to her compromised immune system, ZHANG had to work remotely.

19. Also on November 10, 2025, ZHANG met with SHUKLA and informed him that while her chemotherapy was done, she was still undergoing radiation and that she would also need to take additional time off work to undergo surgery to remove both of her ovaries and fallopian tubes. Yet again, ZHANG's cancer leave requests became a basis for retaliation against her.

20. On November 14, 2025, ZHANG was called into a one-on-one meeting with SHUKLA and was vaguely told that her performance was "off target" and needed to improve. ZHANG contends that this "off-target" rating was false, and was contrived by SHUKLA's direct supervisor, BETYOUSEF.

21. On December 1, 2025, ZHANG returned to work in-the-office.

22. On January 15, 2026, SHUKLA met with ZHANG to review her 2025 performance.

23. On January 22 and January 23, 2026, SHUKLA held calibration sessions. During these sessions, ZHANG noticed a heavy bias against her. After the calibration sessions, ZHANG provided SHUKLA with feedback.

24. On January 23, 2026, ZHANG complained to UBER's HR department regarding the discriminatory and retaliatory treatment perpetrated against her following her return to work from cancer leave. ZHANG's HR Complaint became another basis for retaliation against her.

1 25. On February 25, 2026, following a purported investigation into ZHANG's HR
2 complaint, HR informed her that her case had been closed and that there was no evidence
3 of misconduct. ZHANG contends that there was no actual HR investigation into her
4 complaint, and that the outcome of her complaint was predetermined.

5 26. On March 6, 2026, SHUKLA and HR Business Partner, Anna Turner met with
6 ZHANG and delivered her 2025 Year End Performance Plan, and then informed ZHANG
7 that her employment would be terminated effective immediately due to her performance.

8 27. ZHANG contends that UBER's stated reason for her termination, poor work
9 performance, was false, and ZHANG contends that purported work performance
10 deficiencies were a pretext for the hostile work environment against ZHANG and other
11 women working in the engineering department, interference with her CFRA leave,
12 discrimination against her based on her medical condition and her physical disability, failure
13 to accommodate, failure to engage in the interactive process, and retaliation for taking
14 medical leave, retaliation for filing a HR Complaint, and failure to prevent discrimination,
15 harassment and retaliation.
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1 VERIFICATION

2 I, **Eric A. Panitz**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On March 25, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Cerritos, California**